**KW-2**

# BANGALORE DEVELOPMENT AUTHORITY

T.Chowdaiah road, Kumarapark West, Bangalore-560 020

Telephone 23442273, 23442274

## INVITATION FOR SHORT TERM TENDERS

Short term tenders have been invited for the works given in the following table.

| Sl No. | Tender Reference No. | Name of the work | Tender Category |
|---|---|---|---|
| 1 | BDA/2023-24/EL/ WORK_INDENT**13** DATED:07.02.2024 | Providing new devices for the timer operation, replacing the worn out meter boxes and re-stringing of sagged lines at Bhanashankari Layout 6th stage from 1st to 11th Blocks, BDA, Bangalore. | Work |

**Calendar of Event:**

1. Date of Downloading the Tender Document : 07.02.2024
2. Last Date & Time for receipt of tenders in e-portal : 21.02.2024 up to 4.00 PM.
3. Date & Time of opening Technical Bid : After 22.02.2024 at 5.00 PM.
4. Date & Time of opening Financial bid : Will be intimated.

For more details please refer e-procurement website. https://kppp.karnataka.gov.in Helpdesk at 91-8046010000 +91-8068948777.

| | |
|---|---|
| PLACE OF OPENING OF TENDERS | O/o Executive Engineer (Elecl), Electrical Division Bangalore Development Authority, KP West, T Chowdaiah Road, Bangalore – 560 020 |
| ADDRESS FOR COMMUNICATION | Executive Engineer (Elel), Electrical Division, BDA, T. Chowdaiah Road, Kumarpark West<br>Bangalore – 560 020. |

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# SECTION 1:INVITATION FOR SHORT TERM TENDERS (IFT)

## SECTION 1: INVITATION FOR TENDERS (IFT)

Date: 07.02.2024 IFT No.: BDA/2023-24/EL/WORK_INDENT13

1. The Office of Executive Engineer (Elec), Electrical Division Bangalore Development Authority, KP West, T Chowdaiah Road, Bangalore –560 020 invites tenders from eligible tenderers with class I electrical licence issued by Electrical Inspectorate Department, GoK for the works detailed in the Table below.

2. Tender documents may be downloaded from e-Procurement portal of e-Governance Department Government of Karnataka website https://kppp.karnataka.gov.in under login for Contractors:

After login to Contractors, Please scroll down to the right side bottom to see List of Tenders, Please click there to find the details of NIT and download copy of the tender. The tender can be downloaded in the portal as per prescribed date and time published in the portal. Only Interested Contractors who wish to participate should remit online transaction fee for tender after registering in the portal. The transaction fee is non-refundable if you wish to participate.

3. Tenders must be accompanied by earnest money deposit which will **paid online only** through e-Procurement portal Table below.

4. Tenders must be electronically submitted (on-line through internet) with in the date and time published in e-procurement portal will be opened at prescribed time and date in the eprocurement portal, in the presence of the Tenderers who wish to attend at the Office of the Executive Engineer, Electrical Division.

5. Other details can be seen in the tender documents.

**TABLE**

| Sl. No. | Name of work | Approximate value of work (Rs.) | Earnest Money Deposit (Rs.) | Period of Completion |
|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 |
| 1 | Providing new devices for the timer operation, replacing the worn out meter boxes and re-stringing of sagged lines at Bhanashankari Layout 6th stage from 1st to 11th Blocks, BDA, Bangalore. | 19,20,000.00 | 48,000.00 | 2 months |

# SECTION 2: INSTRUCTIONS TO TENDERS (ITT)

## A. General

### 1 Scope of Tender

1.1 The Bangalore Development Authority (BDA), Bangalore (Referred to as Employer in these documents) invites tenders from eligible Tenderers, for Electrical works (as defined in these documents and referred to as "the works") detailed in the Invitation for Tenders (IFT).

Prior approval shall be obtained for the makes of the materials to be used for providing/maintenance from the engineer in-charge of work. The works shall be carried out strictly as per specifications / IE Rules1956 / BIS observing all safetyprecautions and BESCOM line clear procedures.

### 2 Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka

**2.2 Tenders from Joint ventures are not acceptable**.

### 3. Qualification of the Tenderer:

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Form of tender and Qualification information.

3.2 To qualify for award of this contract, each Tenderer in its name should have in the last five years (i.e, 2018-2019 to 2022-2023)

**a)** Achieved in at least two financial years a minimum financial turnover (in all classes of Electrical engineering works only)of Rs 19.20 Lakhs(usually not less than one times the estimated annual payments under this contract).

**b)** Satisfactorily completed as a prime contractor for at least one similar work such as improvement in the system to an extent of 50% of the cost of the work (ie., Rs.9.60 lakhs).

**3.3 a**) Liquid Assets and/or availability of credit facilities of no less than Rs 5.76 Lakhs (30% of the Amount Put to Tender) (Credit lines/ Letter of credit/ certificates from banks for meeting the fund requirement etc).*

b) Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

**Assessed available tender capacity = (A *N*2.5 - B).**

Where

A = Maximum value of electrical engineering works executed in anyone year during the last five years *(updated to 2023-24price level)*taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which tenders are invited.

B = Value, at 2023-24 price level, of existing commitments and on-going works to be completed during the next 1 year

***Note:*** *The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of*

*the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.*

3.4 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:
- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

## B. Tender documents

### 4. Content of Tender documents

4.1 The set of tender documents shall have all the Sections given in Page 2:
4.2 Both sets should be completed and returned with the tender.

### 5. Amendment of Tender documents

5.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.
5.2 Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or by cable to all the purchasers of the tender documents.
5.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 12.2 below.

## C. Preparation of Tenders

### 6. Documents comprising the Tender

6.1 The tender submitted by the Tenderer shall comprise the following:
(a) The Tender (in the format indicated in Section 3).
(b) Earnest Money Deposit;
(c) priced Bill of Quantities
(d) Qualification Information Form and Documents;
and any other materials required to be completed and submitted by Tenderers in accordance with these instructions. **The documents listed under Sections 3, 5 and 8 shall be filled in without exception**.

### 7. Tender prices

7.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on theBill of Quantities submitted by the Tenderer.
7.2 The Tenderer shall fill in rates & prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with the total tender price (both in words and figures). Items for which no rate or price is entered by the tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of quantities. Corrections, if any, shall be made by crossing out, initialling, dating and rewriting.
7.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in rates, Prices and total price submitted by the Tenderer.
7.4.1 The rates and prices quoted by the Tenderer shall be fixed for the duration of the contract and shall not subject to adjustment on any account.

### 8. Tender validity

8.1 Tenders shall remain valid for a period not less than ninety days after the deadline date for tender submission specified in Clause 12. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

**8.2** In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 9 in all respects.

## 9 Earnest money deposit

9.1 The Tenderer shall furnish, as part of his tender, earnest money deposit in the amount as shown in column 4 of the Table of IFT for this particular work. **The EMD payments should be paid through online mode only in the eprocurment portal**

9.2 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 9.1 and 9.2 above shall be rejected by the Employer as non-responsive.

9.3 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 8.1.

9.4 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

9.5 The earnest money deposit may be forfeited:

(a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;

(b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 19; or

(c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to

(i) sign the Agreement; or

**(ii)** furnish the required Security deposit

## 10. Format and signing of Tender - through e-procurement portal only

10.1 The Tenderer shall prepare one original and a copy of the documents comprising in the tender as described in clause 6 of these instructions to tenderers, bound with the volume containing the form of tender and clearly marked "**ORIGINAL"** and "**COPY"** as appropriate. In the event of discrepancy between them, the original shall prevail. – Not applicable (N/A)

10.2 The original and a copy of the Tender shall be typed or written indelible ink and shall be signed person or persons duly authorised to sign on behalf of the tenderer. All pages of the tender where entries are amendments have been made shall be initialled by the person signing the tender. –N/A

10.3 The tender shall contain no alterations or additions, except those to comply with instructions issued by the employers, or as necessary to correct errors made by the tenderer, in which case such corrections shall be initialled by the person signing the tender. N/A

# D. Submission of Tenders (Through electronic form only)

## 11. Sealing and marking of tenders

11.1 (N/A)
11.2 (N/A)

11.3 (N/A)
11.4 (N/A)

12.**Deadline for submission of the Tenders**

12.1 Tenders must be received by the Employer at the address specified through e- Procurement portal of e-Governance Department only no later than Date_____ and Time_____.

12.2 The Employer may extend the deadline for submission of tenders by issuing an amendment on the website in accordance with Clause 5, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

13. **Late Tenders**

13.1 Any Tender received by the Employer after the deadline prescribed in Clause 12 will be not be opened.

14. **Modifications and Withdrawal of Tenders**

14.1 Tenderers may withdraw their Tenders by giving notice in writing before the deadline prescribed in Clause 12.(N/A)

14.2 Each tenderer'smodification or withdrawal notice shall be prepare, seal, mark and delivered in accordance with clause 10 & 11 with the outer and inner envelopes additionally marked "**modification""WITHDRAWAL**" as appropriate.(N/A)

14.3 No tender may be modified after the deadline for submission of tenderers.

14.4 Withdrawal of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 8.1 above or as extended pursuant to Clause 8.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 9.(N/A)

14.5 Tenderers may only offer discounts to, or otherwise modify the prices of their tenders by submitting tender modifications in accordance with this clause, or included in the original tender submission.

## E. Tender opening and evaluation

## 15. Tender Opening:

**15.1** The Employer will open electronically all the Tenders received in e-Procurement portal , in the presence of the Tenderers or their representatives who choose to attend on the date, time and place specified in Clause 12. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

**15.2** Envelopes marked **"WITHDRAWAL"** shall be opened and read out first. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to clause 14 shall not be opened. Subsequently all envelopes marked **"MODIFICATION**" shall be opened and the submissions therein readout in appropriate details.(N/A)

15.3 The Tenderes names, the Tender prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, the presence or absence of security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No tender shall be rejected or tender opening except for the late tenders pursuant to clause 13. Tender (modifications) sent pursuant to Clause 14 that are not

opened and read out at Tender opening will not be considered for further evaluation regardless of circumstances. Late and withdrawn tenders will be returned un-opened to tenderers.

**15.4** The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 15.3.

## 16 Process to be confidential

**16.1** Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

## 17 Clarification of Tenders

17.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 19.

17.2 Subject to sub-clause 17.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

**17.3** Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

## 18. Examination of Tenders and determination of responsiveness

18.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) meets the eligibility criteria defined in Clause 2; (b) is accompanied by the required earnest money deposit and; (c) is substantially responsive to the requirements of the Tender documents.

18.2 A substantially responsive Tender is one, which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

18.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

## 19. Correction of errors

19.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) where there is a discrepancy between the rates in figures and in words, the lower of the two will govern; and

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

19.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the

concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 9.6 (b).

### 20. Evaluation and comparison of Tenders

20.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 18.

20.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) making any correction for errors pursuant to Clause 19; and

(b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 14.5.

20.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer, shall not be taken into account in Tender evaluation.

## F. Award of Contract

### 21. Award criteria

21.1 Subject to Clause 23, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

### 22. Employer's right to accept any Tender and to reject any or all Tenders

22.1 Notwithstanding Clause 21, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

### 23. Notification of award and signing of Agreement

23.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

23.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance Security in accordance with the provisions of Clause 24.

23.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

**23.4** Upon the furnishing by the successful Tenderer of the Security deposit, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

## 24. Security deposit – Performance Security

**24.1** Within 20 days of the receipt of the letter of acceptance the successful tender shall deliver to the employer a security deposit in any of the forms given below for an amount equivalent to 5**% of the contract price plus additional security for unbalanced tenders** in accordance with clause 25.5 of ITT and clause 43 of conditions of contract.
(as per FD456EXP-12-2022 Dt:10.08.2022)

Banker's cheque / Demand draft / Pay Order/ Bank Gurantee issued by Nationalized/ Scheduled Bank in favour of The Commissioner, Bangalore Development Authority payable at Bangalore or specified small saving instruments pledged to Commissioner, BDA., Bangalore.

**24.2** The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

24.3 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 24.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

## 25. Corrupt or Fraudulent practices

**25.1** The BDA requires that the Tenderers / Suppliers / Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, BDA:

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a BDA -contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a BDA contract.

# SECTION 3: FORM OF TENDERS AND QUALIFICATION INFORMATION

TABLE OF FORMS :


: FORM OF TENDER

: QUALIFICATION INFORMATION

: LETTER OF ACCEPTANCE

: NOTICE TO PROCEED WITH THE WORK

: AGREEMENT FORM

# Form of Tender

**Description of the Works:**

**Tender**

To
The Executive Engineer (Elec),
Bangalore Development Authority,
K P West, T Chowdaiah Road,
Bangalore

Sir,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of Rs._____ *[in figures]*
(_____) *[in letters]*

This Tender and your written acceptance of it shall constitute a binding contact between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory: _____

Name of Tenderer _____
Address: _____
_____
_____.

**Qualification information**

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer [Attach copy] .

Place of Registration _____ (Attach Copy)

Principal place of business: _____

a) Electrical Contractor License issued by Govt. Electrical Inspectorate, GoK

b) GST Registration Certificate

c) Income Tax Filing

1.2 Total value of electrical engineering works executed and payments received in the last five years (in Rs. Lakhs)[17] Attach Certificate from Chartered Accountant

2018-19 _____
2019 -20 _____
2020 -21 _____
2021 -22 _____
2022- 23 _____

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.

| Project Name | Name of Employer | Description of work | Contract Number | Value of contract Rs. Lakhs | Date of issue of work order | Specified period of completion | Actual date of completion | Remarks explaining reasons for delay in completion of work |
|---|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| | | | | | | | | |

1.4 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

| Description of work | Place & State | Contract No. & Date | Name and Address of Employer | Value of Contract (Rs. Lakhs) | Stipulated period of completion | Value of works[18] remaining to be completed | Anticipated date of completion |
|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | | | | | | | |

(B) Works for which Tenders already submitted:

| Description of work | Place & State | Name and Address of Employer | Estimated value of works (Rs. Lakhs) | Stipulated period of completion | Date when decision is expected | Remarks if any |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | | | | | | |

1.5 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years.
1.6 Qualification and experience of the key technical and management personal in permanent employment with the tenderer and those that are propose to be deploy and this contract, if awarded.
1.7 Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

## Letter of Acceptance

(Letterhead paper of the Employer)

_____ [date]

To:
_____ [Name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated _____ for execution of the ---------- Contract Price of Rupees _____ (_____) (amount in words and figures), as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit, in form detailed in Para 24.1 of ITT for an amount of Rs._____ within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to _____ and sign the contract, failing which action as stated in Para 24.3 of ITT will be taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

---

**No. BDA/EE (Ele)/ TEN /T- /2023 –24** **Date:**

**M/s.**

Dear Sirs,

**Sub: Issue of Notice to proceed with the work**

**Ref: 1. Notification no.**

**1. Letter of acceptance**

Pursuant to your furnishing the requisite Security deposit as stipulated in ITT Clause 24.1 and

signing of the contract agreement foraOffer Price ofRs._____, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

## Agreement

This agreement, made the ..... day of .....2034, between Executive Engineer (Elec), Electrical Division, Bangalore Development authority, Bangalore (hereinafter called ”theEmployer") of the one part and M/s. ---------- (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute the work of ---------- (hereinafter called “the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rs. ---------- (Rupees---------- only).

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. The following documents shall be deemed to form and be read and construed as part of this Agreement, VlZ:
   i) Letter of Acceptance;
   ii) Notice to proceed with the works;
   iii) Contractor's Tender;
   iv) Contract Data;
   v) Conditions of contract (including Special Conditions of Contract);
   vi) Specifications;
   vii) Drawings;
   viii) Bill of Quantities; and

ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of Bangalore Development Authority
was hereunto affixed in the presence of Witnesses
Signed, Sealed and Delivered by the said Executive Engineer (Elec), BDA, Bangalore in the presence of Witnesses

Binding Signature of Employer _____

Binding Signature of Contractor _____

Witnesses

# SECTION 4: CONDITIONS OF CONTRACT
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# SECTION 4: CONDITIONS OF CONTRACT

## Conditions of Contract

## A. General

### 1. Definitions

1.1 Terms, which are defined in the Contract Data, are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

**Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Tender.
**Compensation events** are those defined in Clause 34 hereunder.
The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 38.1.
The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.
The **Contract Data** defines the documents and other information which comprise the Contract.
The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.
The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.
The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
**Days** are calendar days; **months** are calendar months.
A **Defect** is any part of the Works not completed in accordance with the Contract.
The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.
The **Employer** is the party who will employ the Contractor to carry out the Works.
**Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.
The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.
**Materials** are all supplies, including consumables, used by the contractor for incorporation in the Works.
**Plant** is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.
The **Site** is the area defined as such in the Contract Data.
**Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.
The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.
A **Variation** is an instruction given by the Employer which varies the Works.
The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

### 2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the

Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

1) Agreement
2) Letter of Acceptance, notice to proceed with the works
3) Contractor's Tender
4) Contract Data
5) Conditions of Contract
6) Specifications
7) Drawings
8) Bill of Quantities and
9) Any other document listed in the Contract Data as forming part of the Contract.

**3. Law governing contract**

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

**4. Employer's decisions**

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

**5. Delegation**

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

**6. Communications**

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

**7. Other Contractors**

**7.1** The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

**8. Subcontracting**

**8.1** Subcontracting of the work is not permitted

**9 Personnel**

9.1 The Contractor shall employ the technical personnel (of number and qualifications) with wire man permits as may be stipulated by BDA from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

**9.2** If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

**10. Employer's and Contractor's risks**

**10.1** The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

## 11. Employer's risks

11.1 The Employer is responsible for the excepted risks which are: (a) in so far as rebellion, riot commotion or disorder or (b) a cause due solely to design of the works, other than the Contractor’s design.

**12 Contractor's risks**

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract are the responsibility of the Contractor.

**13. Queries about the "Contract Data"**

**13.1** The Employer will clarify queries on the Contract Data.

**14. Contractor to rectify and maintain the streetlights**

14.1 The Contractor shall rectify and maintain the streetlights 100% as required and directed by the Engineer-in-charge till the DLP.

**15. The Work to be completed by the Intended completion date.**

15.1 The Contractor shall commence execution of the Works on the Start Date and complete them by the Intended completion date and maintain them till the DLP period.

**16. Safety**

16.1 The Contractor shall be responsible for the safety of all activities on the Site.

**17 Discoveries**

17.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

**18. Possession of the Site**

**18.1** The Employer shall give possession of all parts of the Site to the Contractor.

19. **Access to the Site**

**19.1** The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

**20 Instructions**

20.1 The Contractor shall carry out all instructions of the Employer, which comply with the applicable laws where the Site is located.

**B. Time Control**

**21. Program**

21.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

21.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

## 22. Extension of the Intended Maintenance Period

The Employer shall extend the Intended completion date ifcompensation event occurs or variation is issued which makes it impossible for completion to be achieved within intended completion date

The Employer shall decide whether and by how much to extend the Intended completion period.

## 23. Delays ordered by the Employer

The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

## 24 Management meetings

24.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

24.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

# C. Quality Control

## 25 Identifying defects

25.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect. All items used shall bear ISI mark and conform to BIS.

## 26. Tests

**26.1** If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

## 27 Correction of defects

27.1 The Employer shall give notice to the Contractor of any Defects.

27.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

27.3 In case of faulty U G cables, the streetlights shall be restored immediately by using suitable insulated wires keeping all necessary safety precaution only for temporary measure and the defective U G cable shall be replaced as early as possible and not later than 7 days of noticing the U G cable fault.

## 28. Uncorrected defects

28.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

# D. Cost Control

## 29. Bill of Quantities (BOQ)

29.1 The BOQ shall contain items for complete Installationof streetlights,Drivers,MCBs, contactors, control panels, control switches, timers, wires, U G cables, cutouts, road cutting, trench less cutting, light fittings,

feeder pillar boxes etc., as detailed in the scope of work for construction, installation, testing, and commissioning work to be done by the Contractor.

29.2 The BOQ is used to calculate the contract price. The contractor is paid for the quantity of work done at the rate in the BOQ for each item during the contract period.

**30. Variations**

30.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him.

a) Increase or decrease of any item of work included in the Bill of Quantities
b) Omit any item of work;
c).Change the character or quality or kind of any item of work;
d). Change the levels, lines, positions and dimensions of any part of the work;
e). Execute additional items of work of any kind necessary for proper maintenance of streetlights and
f).Change in any specified sequence, methods or timing of any part of the work.

30.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

30.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms for successful maintenance of streetlights in all respect.

**30.4** The Contractor shall promptly request in writing the Employer to confirm verbal orders and if no such confirmation is received within 15 days of request, it shall be deemed to be an order in writing by the Employer.

**31. Payments for Variations**

31.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

31.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

31.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, effects would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

31.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 31.1 or 31.2 or 31.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

31.5 If the Contractor’s quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be

based on Employer's own forecast of the effects of the Variation on the Contractor's costs.

31.6 If the Employer decides that the urgency of varying the work prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

31.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

## 32. Submission of bills for payment

32.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

32.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

32.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the lights of later information.

## 33. Payments

33.1 Payments shall be adjusted for deductions for retention, other recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the within 60 days of submission of bill.

33.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

## 34. Compensation events.

34.1 The following are Compensation events unless they are caused by the Contractor.

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
(e) The effect on the Contractor of any of the Employer's Risks.
(f) The Employer unreasonably delay issuing a Certificate of Completion.
(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

34.2 If a Compensation Event would cause additional cost or would prevent the

work being completed before the Intended Completion Date, the Contract Price shall be increased and/ or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contractor Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

34.3 As soon as information demonstrating the effects of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

34.4 The Contractor shall not be entitled to compensation to the extent that the Employer's Interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

**35. Tax**

The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes, duties etc. that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

**36. Liquidated damages**

36.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date. The total amount of Liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payment due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

36.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

36.3 The Tenderer shall indemnify the Employer against all losses and claims in respect of:

(a) Death of or injury to any person OR
(b) Loss of or damage to any property including the works

Which may arise out of or in consequence of the execution maintenance works and remedying of any defects therein, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

**37 Cost of Repairs:**

**37.1 L**oss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

## E. Finishing the Contract

**38. Completion**

The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

39. Taking over

The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

## 40. Final account

40.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract after successful completion of the maintenance period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised account.

## 41. As built drawings

41.1 If ''as built" Drawings are required, the contractor shall supply them by the dates stated in the Contract Data.
41.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data, from payments due to the Contractor.

## 42. Termination

42.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
42.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) The contractor stops maintenance of streetlights for more than 7 continues days and the stoppage has not been authorized by the Employer;
(b) the Employer instructs the Contractor to delay the Progress of the Works and the instruction is not withdrawn within 60 days;
(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
(d) a payment due to the Contractor is not paid by the Employer within 90 days of the date of the submission of the Bill by Contractor;
(e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;
(f) the Contractor does not maintain a security which is required;
(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

42.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 42.2 above, the Employer shall decide whether the breach is fundamental or not.
42.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

42.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

**43 Payment upon Termination**

43.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

43.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

**44. Property**

All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

**45. Release from performance**

45.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

## F. Special Conditions of Contract

**1. Labour:**

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2**. Compliance with labour regulations:**

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by tile State or the Central Government or the local authority .The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made

there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications / bye laws / Acts / Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

**3. Protection of Environment:**

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. **Penalty Clause:**

The Contractor after carrying out the DTC repair work and other accessories installed in the layout has to obtain the Guarantee period of not less than 1 year and should get the DTC repair if it fails within the Guarantee period without any extra cost other wise the BDA has to get the work done and will deduct the charges in the Security deposit.

**5. ADDITIONAL CONDITIONS OF CONTRACT (ELECTRICAL)**

1. If the Bidder has not corrected the defect within the time specified in the employer notice, the employer will assess the cost of having the defect corrected and the bidder will pay this amount.
2. The Bidder has to make arrangements for inspection of the materials approved by the competent authority at the manufacturer’s site at his own cost.
3. Under no circumstances whatsoever shall bidder be entitled for any compensation from BDA on any account of accidents to their personnel, public, property on the work site.
4. JURISDICTION: In all matters connected with the contract, courts in Bangalore alone will have the jurisdiction.
5. For any disputes arising out of this contract, decision of the Commissioner BDA is final and binding on the contractor.
6. Any dispute between the staff employed by the Bidder and the Bidder shall be amicably settled as per the prevailing Labour Law. The B.D.A. is not responsible to intervene/ solve the dispute. However if for the reason of the said disputes, the B.D.A. reserves the right to terminate the Contract and forfeit the Security Deposit.

7. Bidder shall be solely responsible for the safety and security of the personnel engaged by him for carrying out the work. All safety precautions shall be taken to safe guard the life and properly in DLP period.

8. Bidder shall strictly follow the rules laid down by Electrical Inspectorate, Labour Commissioner. B.D.A. will not be responsible for any dispute arising there on.

9. B.D.A. will not be responsible for any unforeseen incidents, mishaps, accident to the employees appointed and engaged during the DLP period.

10. Bidder shall employ the electricians having electrical wireman permit certificates with valid permits issued by the Electrical inspectorate to Government.

11. Not with standing anything stated above or elsewhere in the Tender specifications, BDA reserves right to assess the Capability / suitability of the Bidder to perform the overall contract should the circumstances warrant such assessment in the overall interest of BDA.

12. Necessary approvals from Electrical Inspectorate& Competent Authority shall be obtained by the contractor after observing due formalities.

13. The Bidder after successful completion of the works should hand over the electrical network assets to competent Authority and submit to BDA the acknowledged copy of the same.

## SECTION 5: CONTRACT DATA

**Items marked *"N/A*" do not apply in this Contract.**

The following documents are also part of the Contract: **Clause Reference**

The Employer is : Commissioner,

Name: Bangalore Development Authority, Bangalore [1.1]

Address: K P West, T Chowdaiah Road, Bangalore – 560 020_____

Name of authorized Representative: Executive Engineer (Elecl), Electrical division

The name and identification number of the Contract is **BDA/2022-23/EL/WORK_INDENT1518 Dt:13.10.2022**

[insert name and number as indicated in the Invitation for Tenders] [1.1]

**The Bangalore Development Authority (BDA), Bangalore (Referred to as Employer in these documents) invites tenders from eligible Tenderers, for Electrical works (as defined in these documents and referred to as "the works") detailed in the Invitation for Tenders (IFT).**

**Prior approval shall be obtained for the makes of the materials to be used for providing/maintenance from the engineer in-charge of work. The works shall be carried out strictly as per specifications / IE Rules1956 / BIS observing all safetyprecautions and BESCOM line clear procedures.**

The start date shall be the date of issue of notice to proceed with the work. [1.1]

The Total Period for completion of the work is 3 months. [15, 22]

The following documents also form part of the Contract [2.2]
Tender notification, Tender document amendments, Tender Negotiation, agreement, Letter of Acceptance, Notice to proceed with the work, Work Orderetc.,

The Site Possession Date is[22] [18]

The Site is located at Kanakapura road, Anjanapura BDA Layout and Bannerghatta road, Anjanapura Layout , Bangalore [1.1]
_____
_____

The Defects Liability Period of the _____ [27]
And other Electrical accessories Defects Liability Period(DLP) is for 1 year.

The liquidated damages for the whole of the works are 0.1% [36]
Rs. _____ (amount) per day

The maximum amount of liquidated damages for the whole of the works [36]
is ten percent of final contract price.

The date by which ''as-built" drawings (in scale ___) in 2 sets are required is within 30 days of issue of certificate of completion. [41]

The amount to be withheld for failing to supply ''as built" drawings by the date required is
Rs.10,000/- [41]

Payment of bills: Payment of Bills will be made for the fresh item of works as executed at the rates as per Bill of material (Schedule-B).

The following events shall also be fundamental breach of the contract: [42.2]

1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.

The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be 30 percent. [43.1]

## SECTION 6: SPECIFICATIONS

The work shall be carried out as per the specification of BESCOM/PWD Electrical and as directed by the Engineers in charge of the work and the maintenance material used shall bear ISI mark and shall conform to BIS specification.

# SECTION 7: DRAWINGS

# SECTION 8: BILL OF QUANTITIES

| **Sl. No.** | **Description of item** (with brief specification and reference to Book of specification) | **Quantity** | **Unit** |
|---|---|---|---|
| | | | |

**Note:**

(1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITT Clause 7.2 and CC Clause 33.2).

(2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.

(3) Where there is a discrepancy between the rate in figures and words, the lower of the two will govern. [ITT Clause 19.1(a)]

(4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITT Clause 19.1(b)]

## SECTION 9: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To:
The Engineer Member,
Bangalore Development Authority,
Bangalore.

WHEREAS _____ *[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Works]* (hereinafter called "the Contract').

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THERF.FORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs._____ *[amount of guarantee]*[29]Rupees _____*[in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]*[30]as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address: _____
Date _____

[29]An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.
[30]An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.